

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9E		PAGE OF 1 38 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. N00164-98-R-0084		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 98APR30	
7. ISSUED BY CONTRACTING OFFICER, CODE 1164ED NAVSURFWARCEMDIV, 300 HIGHWAY 361 CRANE, IN 47522-5011, DON DAVIS 812-854-3709		CODE N00164		6. REQUISITION/PURCHASE NO. 4714780647542		8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **BLDG. 64** until **2:00 PM** local time **01 JUN 98**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME DON DAVIS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (812)854-3709
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<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
		%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY	
		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
		<input type="checkbox"/>			
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
<input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 10 U.S.C. 253(c) ()					
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA		28. AWARD DATE	
		(Signature of Contracting Officer)			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)
Prescribed by GSA

SECTION "B" - SUPPLIES/SERVICES

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT</u>
<u>PRICE</u>	<u>AMOUNT</u>			
0001	<u>Regn. No. 471-47-8064-7452</u> Production of 300 Pounds \$ of infrared (IR) decoy flare composition utilizing twin screw extruder technology and incorporating solvent recovery processes as appropriate in accordance with the NSW Statement of Work and associated drawings.	1	LO	\$
000101 NSP	One hundred pounds of composition exhibiting NSP a linear burn rate of 3.5 seconds per inch (\pm 0.2 seconds per inch) when linear burn samples are fabricated utilizing procedures specified in the composition drawings.	1	LO	
000102 NSP	One hundred pounds of composition exhibiting NSP a linear burn rate of 5.5 seconds per inch (\pm 0.2 seconds per inch) when linear burn samples are fabricated utilizing procedures specified in the composition drawings.	1	LO	
000103 NSP	One hundred pounds of composition exhibiting NSP a linear burn rate of 7.5 seconds per inch (\pm 0.2 seconds per inch) when linear burn samples are fabricated utilizing procedures specified in the composition drawings.	1	LO	
0002 NSP	Data, In accordance with DD 1423's NSP listed in Section "J"	1	LO	

*It should be noted that the Government requires "unlimited rights" to all data generated during the performance of this contract.

BEGINNING OF SECTION 'B'**SECTION "B" NOTES:**

(1) List your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

(2) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).

(3) It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer
Crane Division, Naval Surface Warfare Center
Attn: Don Davis, Code 1164ED, Bldg. 64
300 Highway 361
Crane, IN 47522-5011

SPECIAL NOTICE - The Director, Defense Procurement is proposing to revise the DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award. *The effective date would be 31 May 1998.* Exceptions to this proposal include purchases made with the Government-wide commercial purchase card, contracting officers located outside the United States, classified contracts and contracts executed to support contingency or emergency operations. Contractors may register with the CCR on World Wide Web at <http://www.acq.osd.mil/ec> or via dial up modem at **614-692-6788** (user ID: ccrpub; password: pub2ccr1). A paper form for registration may be requested from the DoD Electronic Commerce Information Center at **1-800-334-3414**.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

END OF SECTION "B"

BEGINNING OF SECTION "C"**SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****STATEMENT OF WORK****TWIN SCREW EXTRUDER PRODUCTION ENGINEERING STUDY**

1.0 Scope. This Statement of Work (SOW) covers tasking associated with production of 300 pounds of infrared (IR) decoy flare composition utilizing twin screw extruder technology and incorporating solvent recovery processes as appropriate.

1.1 Background. The Department of Defense (DoD) is constantly encouraging process enhancements which result in reduced cost, enhanced safety, or reduced environmental impact for production of DoD items. To achieve this goal, the U. S. Navy Airborne Expendable Infrared Countermeasures Program is evaluating alternate methods for the production of the infrared pyrotechnic composition utilized in IR decoy flares. The current method of production relies heavily on the use of organic solvents (primarily acetone and hexane) in a precipitation process. The process to be evaluated by this contract utilizes a twin screw extruder for the fabrication of magnesium based infrared composition paired with the use of a comprehensive solvent recovery system. Although this equipment has demonstrated application for production of energetic compositions, including infrared decoy compositions, the process of capturing solvents prior to release in the atmosphere is undocumented but potentially excellent.

1.1.1 The successful offeror on this contract must have knowledge of the processing of energetic compositions, specifically infrared decoy compositions, on twin screw extruders. The overall objective of this effort is to provide process data for evaluation of the feasibility of twin screw extruder technology in the production of in-service IR decoy flares. Thus, all data pertinent to the production of this composition must be provided for evaluation, no proprietary data will be generated or withheld from the government. The Government will provide full and total disclosure of NAVSURFWARCENDIV Crane's local test results from Contractor provided samples.

1.1.2 It is anticipated that this effort will require minimal capitalization for performance through utilization of standing equipment or through use of leased or borrowed twin screw extrusion equipment. However, any equipment purchased by the Contractor specifically for and charged to this contract shall become property of NAVSURFWARCENDIV Crane at the conclusion of this contract.

2.0 APPLICABLE DOCUMENTATION. The following documents of the exact issue listed below form a part of this SOW to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail:

MIL-Q-9858

DRAWINGS: The following drawings are classified CONFIDENTIAL and are to be used for formulating the IR decoy compositions for this effort. Only the overall weight percentages specified by these drawings are applicable to this effort, the contractor may adjust the grain size distribution in order to meet burn rate requirements.

3306AS127	Grain Chemical Composition (Atomized)
3306AS118	Grain Chemical Composition (Ground)

3.0 TASK REQUIREMENTS. The contractor shall provide all labor and materials necessary to complete the following tasks:

3.1 Determine the process equipment required, operating procedures and associated safety considerations for production of three one hundred pound batches of IR decoy flare composition formulated in accordance with drawings 3306AS127 or 3306AS118 as follows:

3.1.1 The process shall utilize a twin screw extruder.

3.1.2 The process shall operate within the normal safety constraints for production of IR decoy compositions.

- 3.1.3 The final composition shall be of a granulation appropriate for loading in an extrusion dye for consolidation into decoy flare pellets.
- 3.1.4 Solvent recovery measures shall be implemented to reduce the amount of solvent expelled into the atmosphere.
- 3.1.5 The Contractor may vary the particle distribution as required to meet the burn rate requirements, only the net chemical formulation content applies for this effort.
- 3.2 Fabricate and deliver to NAVSURFWARCENDIV Crane three hundred pounds of infrared decoy composition utilizing the process determined in 3.1 as follows:
- 3.2.1 One hundred pounds of composition exhibiting a linear burn rate of 3.5 seconds per inch (± 0.2 seconds per inch) when linear burn samples are fabricated utilizing procedures specified in the composition drawings.
- 3.2.2 One hundred pounds of composition exhibiting a linear burn rate of 5.5 seconds per inch (± 0.2 seconds per inch) when linear burn samples are fabricated utilizing procedures specified in the composition drawings.
- 3.2.3 One hundred pounds of composition exhibiting a linear burn rate of 7.5 seconds per inch (± 0.2 seconds per inch) when linear burn samples are fabricated utilizing procedures specified in the composition drawings.
- 3.3 The contractor shall fully document the production process for each of the three compositions fabricated in 3.2 providing detailed information on the yield, materials used, solvents recovered, process rates, as well as any safety or producibility anomalies encountered.
- 3.4 The contractor shall describe the facility requirements for installation of the twin screw extruder utilized including space requirements, utility requirements (electrical, gas, steam, water, air, waste, etc.), and any other special considerations for installation of a twin screw extruder.
- 3.5 The Contractor shall provide monthly progress and status reports documenting status of tasking and problems encountered.
- 4.0 SPECIAL CONSIDERATIONS. The following special considerations shall apply to the Contractor in the performance of the tasks of this Delivery Order.
- 4.1 All GFI furnished to the Contractor shall be returned to NAVSURFWARCENDIV Crane upon tasking completion.
- 4.2 All tasks described in paragraph 3.0 may involve documents up to and including the classification of SECRET.
- 4.3 Travel. The following Contractor related trips are projected in support of tasking.
- | <u>Trips</u> | <u>People</u> | <u>Duration</u> | <u>To</u> |
|--------------|---------------|-----------------|------------|
| 2 | 2 | 2 Days | NSWC Crane |
- 4.4 Information Non-Disclosure. The Contractor shall not disclose any information provided or developed under this contract without prior approval from the Technical Project Manager, Mr. Jeffrey R. Campbell, Code 4071, telephone (812) 854-2861.

ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of

the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

END OF SECTION "C"

BEGINNING OF SECTION "D"**SECTION "D" - PACKAGING AND MARKING****DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

MARKING FOR SHIPMENT

The Contractor shall mark all shipments under a resulting contract to include the following items:

- Contract Number
- Item Number
- Lot Number (when applicable)
- Part Number
- National Stock Number
- Contractor Model Number
- Serial Number
- Packing Date
- Attn: Code ____, Bldg.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document

does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

END OF SECTION "D"

BEGINNING OF SECTION "E"

SECTION "E" - INSPECTION AND ACCEPTANCE**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES****II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES****PART I**

<u>Title and Date</u>	<u>FAR Subsection</u>
Inspection of Supplies--Fixed-Price (Aug 1996)	52.246-02
Responsibility for Supplies (Apr 1984)	52.246-16

CLAUSES IN FULL TEXT**HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (APR 1984) (FAR 52.246-11)**

(a) Definition. "Contract Date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled MIL-Q-9858, in effect on the contract date, which is hereby incorporated into this contract.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION

Item(s) all - Inspection and acceptance shall be made at destination by a representative of the Government.

ACCEPTANCE VERIFICATION

The Government shall accept/reject supplies/services to be provided hereunder within 15 days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

END OF SECTION "E"

BEGINNING OF SECTION "F"**SECTION "F" - DELIVERIES OR PERFORMANCE
PART I**

<u>Title and Date</u>	<u>FAR Subsection</u>
Stop Work Order (Aug 1989)	52.242-15
Government Delay of Work (Apr 1984)	52.242-17
F.o.b. Destination (Nov 1991)	52.247-34

CLAUSES IN FULL TEXT**TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)**

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	300 Lbs	210
0002	IAW 1423's	240

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	_____	
0002	_____	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes

weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, NAVSEA 4336/1, attached hereto.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

PLACE OF DELIVERY

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER
NAVSURFWARCDIV
Crane Army Ammunition Activity
DOS-R Building 2074
300 Highway 361
CRANE, IN 47522-5011
Mark For: Code 4071
Attn: Jeff Campbell (812-854-2861)

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

END OF SECTION "F"

BEGINNING OF SECTION "G"**SECTION "G" - CONTRACT ADMINISTRATION DATA**PART ITitle and DateDFARS SubsectionCLAUSES IN FULL TEXT**SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

_____ a separate invoice for each activity designated to receive the supplies or services.

 x a consolidated invoice covering all shipments delivered under an individual order.

_____ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE: COMMANDER

ATTN: CODE 1164 BLDG 64
 NAVAL SURFACE WARFARE CENTER
 CRANE DIVISION
 CRANE IN 47522-5011
 Telephone No. 812-854-3709

SECURITY ADMINISTRATION

The highest level of security required under this contract is Confidential as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, _____*_____ Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

SCIENTIFIC AND TECHNICAL REPORTS

The contractor shall furnish scientific and technical reports to Defense Technical Information Center (DTIC), ATTN: DTIC-FDAC Cameron Station, Alexandria, VA 22304-6145. NOTE: When agencies require that completed reports be covered by a Report Documentation Page, Standard Form 298, the contractor shall submit a copy with the report.

END OF SECTION "G"

BEGINNING OF SECTION "H"**SECTION "H" - SPECIAL CONTRACT REQUIREMENTS****NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

END OF SECTION "H"

BEGINNING OF SECTION "I"**SECTION "I" - CONTRACT CLAUSES**PART I

<u>Title and Date</u>	<u>FAR Subsection</u>
Definitions (Oct 1995)	52.202-01
Gratuities (Apr 1984)	52.203-03
Covenant Against Contingent Fees (Apr 1984)	52.203-05
Restrictions on Subcontractor Sales to the Government (Jul 1995)	52.203-06
Anti-Kickback Procedures (Jul 1995)	52.203-07
Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity (Jan 1997)	52.203-08
Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	52.203-10
Limitation on Payments to Influence Certain Federal Transactions (Jan 1990)	52.203-12
Security Requirements (Aug 1996)	52.204-02
Printing/Copying Double-Sided on Recycled Paper (Jun 1996)	52.204-04
Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Debarment (Jul 1995)	52.209-06
Material Requirements (Oct 1997)	52.211-05
Defense Priority and Allocation Requirements (Sep 1990)	52.211-15
Audit and Records Negotiation (Aug 1996)	52.215-02
<u>Order of Precedence-Uniform Contract Format (Oct 1997)</u>	<u>52.215-08</u>
<u>Integrity of Unit Prices (Jan 1997)</u>	<u>52.215-14</u>
Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (Oct 1995)	52.219-08
Walsh-Healey Public Contracts Act (Dec 1996)	52.222-20
Affirmative Action for Disabled and Vietnam Era Veterans (Apr 1998)	52.222-35
Affirmative Action for Handicapped Workers (Apr 1984)	52.222-36

Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Apr 1998)	52.222-37
Clean Air and Water (Apr 1984)	52.223-02
Drug-Free Workplace (Jan 1997)	52.223-06
Toxic Chemical Release Reporting (Oct 1996)	52.223-14
Duty-Free Entry (Apr 1984)	52.225-10
Restrictions on Certain Foreign Purchases (Oct 1996)	52.225-11
Authorization and Consent (Jul 1995)	52.227-01
Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)	52.227-02
Federal, State, and Local Taxes (Jan 1991)	52.229-03
Taxes--Contracts performed in U.S. Possessions or Puerto Rico (Apr 1984)	52.229-05
Payments (Apr 1984)	52.232-01
Discounts for Prompt Payment (Apr 1989)	52.232-08
Extras (Apr 1984)	52.232-11
Interest (Jun 1996)	52.232-17
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PART II

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Qualifying Country Sources as Subcontractors (Dec 1991)	252.225-7002
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Transportation of Supplies by Sea (Nov 1995)

252.247-7023

CLAUSES IN FULL TEXT**[PROHIBITION OF] SEGREGATED FACILITIES (52.222-21) (APR 1984) [(DEVIATION)]**

- (a) "Segregated facilities," as used in this **[clause]**, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, **[sex]** or national origin because of **[written or oral policies, or employee custom]**. **[The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes].**
- (b) **[The Contractor agrees]** that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The **[Contractor]** agrees that a breach of this **[clause]** is a violation of the Equal Opportunity Clause in **[this]** contract.
- (c) The **[Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."]**

EQUAL OPPORTUNITY (APR 1984)(FAR 52.222-26) DEVIATION

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **[It shall not be a violation of E.O.11246 for a contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. See 22.807(b)(4).]**

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to-- (i) Employment; (ii) Upgrading; (iii) Demotion; (iv) Transfer; (v) Recruitment or recruitment advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement[s] for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. **[The Contractor shall, within 30 days following the award, file]** Standard Form 100 (EEO-1), or any successor form, unless filed within 12 months preceding the date of award.

(8) The Contractor shall permit access to its **[premises by the contracting officer or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of conducting on-site compliance reviews and**

inspecting such] books, records, accounts **[and other materials as may be relevant to an]** investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order

11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, **[in]** the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting **officer]** may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses*(es): <http://www.arnet.gov/far>

NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1997) (DFARS 252.219-7006)

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers except--

(i) Offers from small disadvantaged business concerns which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign Government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) Waiver of evaluation preference.

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

___ Offeror elects to waive the preference

(d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies (other than procurement from a regular dealer in such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced in the United States by small business concerns, historically black colleges or universities, or minority institutions.

(3) Upon request, a historically black college or university or minority institution offeror will provide to the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

HAZARD WARNING LABELS (DEC 1991) (DFAR 252.223-7001)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None") ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (DFARS 252.223-7007)(Feb 1996)

(a) *Definitions.*

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DOD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) *The requirements* of DOD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY

(c) The Contractor shall comply with the requirements of DOD 5100.76-M, as specified in the statement of work. The edition of DOD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier-

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) (DFARS 252.225-7008)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act—Trade Agreements—Balance of Payments Program clause or the Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997) (DFARS 252.227-7036)

All technical data delivered under this contract shall be accompanied by the following written declaration:

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Contract No. _____ is complete, accurate, and complies with all requirements of the contract.

Date

Name and Title of Authorized Official

HAZARDOUS MATERIALS (NAVSURFWARCENDIV)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

TYPE OF SHIPMENT	<u>APPLICABLE REGULATIONS</u>
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1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A, D, G
*6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment
- *G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

SAFEGUARDING ARMS, AMMUNITION AND EXPLOSIVES

NOTE: Government furnished Material in this contract consists Category _____ and Category _____ weapons and Category _____ ammunition. Supplies procured under this contract are Category 1.1 explosive material.

NOTE: Supplies procured under this contract are identified as sensitive material, Category IV and shall be transported in accordance with the requirements of DOD 5100.76-M, "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

PHYSICAL SECURITY OF CONTRACTOR'S FACILITIES

The contractor agrees to maintain his facilities in accordance with the applicable requirements of Department of Defense Instruction 4145.26M as referenced in DFAR 252.223-7002.

Supplies procured under this contract are identified as sensitive material (Category IV) under DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition and Explosives at contractor facilities), requiring physical security and transportation in accordance with DOD 5100.76-M.

END OF SECTION "I"

BEGINNING OF SECTION "J"

SECTION "J" - LIST OF ATTACHMENTS

Exhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Technical Report-Study – Processing Equipment & Operating Procedures)	5 Mar 98	1
CDRL A002 (Technical Report-Study – Process Criteria)	5 Mar 98	1

CDRL A003 (Contractor's Progress, Status and Management Report)	5 Mar 98	1
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Exhibit "B" -

Grain Chemical Composition (Atomized) Drawing No. 3306AS127

Grain Chemical Composition (Ground) Drawing No. 3306AS118

NOTE: The above drawings are classified CONFIDENTIAL and will be forwarded under separate cover to those contractors demonstrating the proper handling and safeguarding capabilities.

Attachments

(1) Data Item Description (DID) DI-MISC-80508	Jun 86	2
(2) DID DI-MGMT-80227	Feb 85	2

(3) DD Form 254, Contract Security Specification (CONFIDENTIAL)

END OF SECTION "J"

BEGINNING OF SECTION "K"**SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS****II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS****PART I**

<u>Title and Date</u>	<u>FAR Subsection</u>
Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)	52.203-11

PART II

<u>Title and Date</u>	<u>DFARS Subsection</u>
Disclosure of Ownership or Control by a Foreign Government (Sep 1994)	252.209-7002

PROVISIONS IN FULL TEXT**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (JUN 1997) (FAR 52.204-3)

(a) *Definitions.*

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____.

(d) *Corporate Status.*

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship;

☐ Partnership;

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name

TIN

(End of provision)

WOMEN-OWNED SMALL BUSINESS (OCT 1995) (FAR 52.204-5)

(a) Representation. The offeror represents that it (☐) is, (☐) is not a women-owned small business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an

Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

TYPE OF BUSINESS ORGANIZATION (OCT 1997) (FAR 52.215-4)

The offeror or responder, by checking the applicable box, represents that --

(a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) _____.

(End of provision)

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address
or
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant
Facility if Other Than Offeror or Respondent

SMALL BUSINESS PROGRAM REPRESENTATION (FEB 1998) (FAR 52.219-1)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 2899.

(2) The small business size standard is 500

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be a least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121, and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition or program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the act.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984) (FAR 52.222-22) DEVIATION

The offeror represents that--

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CLEAN AIR AND WATER CERTIFICATION (APR 1984) (FAR 52.223-1)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror

proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (FAR 52.223-3)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C.11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned and operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Certification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
(SEP 1994) (DFARS 252.209-7001)**

(a) *Definitions.*

As used in this provision --

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;

(iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense. (c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DoD CONTRACTS)(JUN 1997) (DFARS 252.219-7000)

(a) Definition.

"Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian Organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations. Check the category in which your ownership falls:

____ Subcontinent Asian (Asian-Indian) American (U.S. Citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives islands, or Nepal)

____ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of

Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

- ___ Black American (U.S. Citizen)
- ___ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)
- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian Organizations)
- ___ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act
- ___ Other

(c) Complete the following--

- (1) The offeror is ___ is not ___ a small disadvantaged business concern.
- (2) The Small Business Administration (SBA) has ___ has not ___ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the Offeror--
 - ___ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.
 - ___ Was found by the SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small business for the purpose of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and disbarment; and
- (3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991)
(DFARS 252.225-7000)**

(a) *Definitions.*

"Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

- (1) The offeror certifies that--
 - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Qualifying Country End Products Country of Origin
------------------	--

(List only qualifying country end products)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

	Nonqualifying Country End Products
Line Item Number	Country of Origin

**REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992)
(DFARS 252.247-7022)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

CONTRACTOR PERFORMANCE DATA (OCT 1995) (NAVSUP)

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in it's entirety. Data other than that requested on the Contractor Performance Data Sheet will not be considered. Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR(S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

List Performance Data on your five most recently completed Federal Government contracts (not to exceed three years since completion) for like or similar items under this RFP. (If you do not have five Federal Government contracts, then list state, local, or commercial contracts, in that order, to complete this report)

Contractor Name:

RFP #:

Address:

POC: (Person who can verify data)

Telephone:

Division:

FAX:

CONTRACT INFORMATION

Contract Number:

Date Completed:

Contract Type: Fixed Price Cost Reimbursement Other (Specify)

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Customer POC: (Person who can verify data)

data)

Address:

Telephone:

FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract? YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items?

YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years?

YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES ____ NO * ____ (Explanation)

COST

FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met? YES ____ NO* ____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ ____ -

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

NOTE: The offeror should pay special attention to the criteria set forth in Section "M" of this solicitation regarding Past Performance. The Government will evaluate Past Performance in accordance with the criteria set forth in Section "M" and the contracts that are provided in support of Past Performance shall be representative of how the offeror has demonstrated their abilities to meet those criteria. It should be noted that this does not require a separate technical proposal but rather the contract references provided for this past performance factor should be indicative of how the offeror has previously demonstrated its ability to meet these requirements.

END OF SECTION "K"

BEGINNING OF SECTION "L"

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

PART I

Title and Date

FAR Sub

Instructions to Offerors-Competitive Acquisition (Oct 1997)

52.2

PART II

<u>Title and Date</u>	<u>DFARS Sub</u>
Commercial and Government Entity (CAGE) Code Reporting (Dec 1991)	252.204-
Certificate of Competency (Apr 1993)	252.219-
Identification and Assertion of Use, Release or Disclosure Restrictions (Jun 1995)	252.227-
Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)	252.227-

PROVISIONS IN FULL TEXT**DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998) (FAR 52.204-6)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-33-0505. The offeror should be prepared to provide the following information:
- (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be (☐) DX rated order; (☐) DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Don Davis Code 1164ED. *[Contracting Officer designate the official and location where a protest may be served on the Contracting Officer.]*

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far>

FACILITY SECURITY CLEARANCE (NAVSEA) (SEP 1990)

(a) No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the level. Naval Surface Warfare Center, Crane Division will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to _____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

END OF SECTION "L"

BEGINNING OF SECTION "M"**SECTION "M" - EVALUATION FACTORS FOR AWARD**PROVISIONS IN FULL TEXT**INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998) (DFARS 252.225-7003)**

- (a) Does the offeror propose to furnish—
- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
- (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry—Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?
- Yes () No ()
- (b) If the answer in paragraph (a) is yes, answer the following questions:
- (1) Are such foreign supplies now in the United States?
- Yes () No ()
- (2) Has the duty on such foreign supplies been paid?
- Yes () No ()
- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

NOTE: The Government may exercise its right to make an award based on initial proposals without conducting negotiations. The award will be based on overall assessment of the "greatest value" to the Government.

NOTE: The Government reserves the right to make a determination whether to make a single award or multiple awards.

GREATEST VALUE EVALUATION (JAN 1992) (NAVSUP)

- (a) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

EVALUATION FACTORSPast PerformanceCost

- (b) Although cost is not a weighted evaluation factor, it will not be ignored. The degree of importance of the cost will increase with the degree of equality of the proposals in relation to the

other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

© In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score.

(d) The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, if considered necessary by the contracting officer, discussions will be conducted with only those offerors determined to have a reasonable chance for award.

(e) The Government reserves the right to make an award to other than the lowest priced offeror or to the offeror with the highest technical score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

Past Performance Criteria

1. Experience of the Offeror

Experience in manufacturing IR Decoy Flares

Experience utilizing equipment proposed for production of:

IR Decoy Composition

Other energetic Materials

2. Soundness of Approach

Demonstration that the offeror has thought out requirements for production of similar composition under tight production controls.

Period of performance consistent with requirements

Appropriate Equipment

Appropriate Facility

Quantity of Materials

Recognition of any problems imposed by HAZMAT regulations

Information Disclosure issues

END OF SECTION "M"

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>			
D. SYSTEM/ITEM TWIN SCREW EXTRUDER			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT-STUDY/SERVICES			3. SUBTITLE PROCESS EQUIPMENT AND OPERATING PROCEDURES			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508			5. CONTRACT REFERENCE SOW PARA 3.1		6. REQUIRING OFFICE CODE 4071		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY O/TIME N/A	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE		b. COPIES	
				Draft		Final Reg Repro	
16. REMARKS				SEE BLK 16			
<p>Blk 4: The Contractor shall prepare in accordance with format and content requirements for process specification set forth in MIL-STD-961D.</p> <p>Blk 8: The Government shall approve/disapprove, in writing, within 14 days of receipt. The Contractor shall incorporate Government approved changes within 5 days.</p> <p>Blk 9: Distribution Statement D: Distribution authorized to the DoD and DoD contractors only (critical technology). Other requests shall be referred to Commander, Crane Division, Naval Surface Warfare Center, Code 4071, 300 Highway 361, Crane IN 47522-5001 or higher DOD authority, 16 Jun 96.</p> <p>*Destruction Notice - For classified documents, follow the procedures in DoD 5200.22-M, Industrial Security Manual, Section II-19 or DoD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.</p> <p>*Warning - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et sec.) or Executive Order 12470. Violation of these export laws are subject to severe criminal penalties.</p> <p>Blk 14: Commander Code 4071 Bldg 2540 NAVSURFWARCENDIV 300 Highway 361 Crane IN 47522-5001</p>							
				15. TOTAL			
G. PREPARED BY JEFFREY CAMPBELL		H. DATE 5 Mar 98		I. APPROVED BY BRENDA J. JAMES		J. DATE 3/5/98	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>			
D. SYSTEM/ITEM TWIN SCREW EXTRUDER			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT-STUDY/SERVICES			3. SUBTITLE PROCESS EQUIPMENT AND OPERATING PROCEDURES			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508			5. CONTRACT REFERENCE SOW PARA 3.1		6. REQUIRING OFFICE CODE 4071		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY O/TIME N/A	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE		b. COPIES	
				Draft		Final Reg Repro	
16. REMARKS				SEE BLK 16			
<p>Blk 4: The Contractor shall prepare in accordance with format and content requirements for process specification set forth in MIL-STD-961D.</p> <p>Blk 8: The Government shall approve/disapprove, in writing, within 14 days of receipt. The Contractor shall incorporate Government approved changes within 5 days.</p> <p>Blk 9: Distribution Statement D: Distribution authorized to the DoD and DoD contractors only (critical technology). Other requests shall be referred to Commander, Crane Division, Naval Surface Warfare Center, Code 4071, 300 Highway 361, Crane IN 47522-5001 or higher DOD authority, 16 Jun 96.</p> <p>*Destruction Notice - For classified documents, follow the procedures in DoD 5200.22-M, Industrial Security Manual, Section II-19 or DoD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.</p> <p>*Warning - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et sec.) or Executive Order 12470. Violation of these export laws are subject to severe criminal penalties.</p> <p>Blk 14: Commander Code 4071 Bldg 2540 NAVSURFWARCENDIV 300 Highway 361 Crane IN 47522-5001</p>							
				15. TOTAL			
G. PREPARED BY JEFFREY CAMPBELL		H. DATE 5 Mar 98		I. APPROVED BY BRENDA J. JAMES		J. DATE 3/5/98	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u>X</u>		
D. SYSTEM/ITEM TWIN SCREW EXTRUDER		E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM TECHNICAL REPORT-STUDY/SERVICES		3. SUBTITLE PROCESS CRITERIA		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508		5. CONTRACT REFERENCE SOW PARA 3.3, 3.4		6. REQUIRING OFFICE CODE 4071		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY O/TIME	12. DATE OF FIRST SUBMISSION 150 DAC	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES Draft Reg Final	
16. REMARKS <p>Blk 4: Contractor format acceptable.</p> <p>Blk 9: Distribution Statement D: Distribution authorized to the DoD and DoD contractors only (critical technology). Other requests shall be referred to Commander, Crane Division, Naval Surface Warfare Center, Code 4071, 300 Highway 361, Crane IN 47522-5001 or higher DOD authority, 16 Jun 96.</p> <p>*Destruction Notice - For classified documents, follow the procedures in DoD 5200.22-M, Industrial Security Manual, Section II-19 or DoD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.</p> <p>*Warning - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et sec.) or Executive Order 12470. Violation of these export laws are subject to severe criminal penalties.</p> <p>Blk 14: Commander Code 4071 Bldg 2540 NAVSURFWARCEMDIV 300 Highway 361 Crane IN 47522-5001</p>				SEE BLK 16	1	
				15. TOTAL		
G. PREPARED BY JEFFREY CAMPBELL		H. DATE 5 Mar 98		I. APPROVED BY BRENDA J. JAMES		J. DATE 3/5/98

DD Form 1423-1, JUN 90

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
2. TITLE Technical Report - Study/Services		1. IDENTIFICATION NUMBER DI-MISC-80508		
3. DESCRIPTION/PURPOSE 3.1 A technical report provides fully documented results of studies or analyses performed.				
4. APPROVAL DATE (YYMMDD) 880115	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/T2137	6a. DTIC APPLICABLE X	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID supersedes DI-A-5029. 7.3 Defense Technical Information Center (DTIC), Cameron Station, Alexandria, VA 22314.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER G4291	
10. PREPARATION INSTRUCTIONS 10.1 <u>Format.</u> (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink. (b) Text shall be prepared on standard letter size paper (8 1/2" X 11"). (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report. (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable. 10.2 <u>Content.</u> (a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period. <div style="text-align: right;">(continued on page 2)</div>				
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.				

DI-MGMT-80508

Block 10. Preparation Instructions (Continued)

- (b) Table of Contents
- (c) Section I - Includes the following:
 - (1) Introduction
 - (2) Summary - A brief statement of results obtained from the analytic effort.
 - (3) Conclusions and their condensed technical substantiations.
- (d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

DATA ITEM DESCRIPTION		Form Approved OMB No. 0704-0188 Exp. Date: Jun 30, 1986	
1. TITLE Contractor's Progress, Status and Management Report		2. IDENTIFICATION NUMBER DI-MGMT-80227	
3. DESCRIPTION/PURPOSE 3.1 The Contractor's Progress, Status and Management Report indicates the progress of work and the status of the program and of the assigned tasks, reports costs, and informs of existing or potential problem areas.			
4. APPROVAL DATE (YYMMDD) 860905	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) N/SPAWAR	6a. DTIC REQUIRED	6b. GIDEP REQUIRED
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract. 7.2 This DID may be applied in any contract and during any program phase. 7.3 This DID supersedes DI-A-2090A, DI-A-3025A, UDI-A-22050B, UDI-A-22052A, UDI-A-23960, DI-A-30024, and DI-A-30606. (cont. on page 2)			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER N3947
10. PREPARATION INSTRUCTIONS 10.1 <u>Contract</u> - This data item is generated by the contract which contains a specific and discrete work task to develop this data product. 10.2 <u>Format</u> - This report shall be typewritten on standard size (e.g. 8 1/2" by 11") white paper, and securely stapled. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. 10.3 <u>Content</u> - The report shall include: a. A front cover sheet which includes the contractor's name and address, the contract number, the nomenclature of the system or program, the date of the report, the period covered by the report, the title of the report, either the serial number of the report or the Contract Data Requirements List (CDRL) sequence number, the security classification, and the name of the issuing Government activity; b. Description of the progress made against milestones during the reporting period; c. Results, positive or negative, obtained related to previously-identified problem areas, with conclusions and recommendations; d. Any significant changes to the contractor's organization or method of operation, to the project management network, or to the milestone chart; e. Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract; f. Problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract; g. Cost curves showing actual and projected conditions throughout the contract; h. Any cost incurred for the reporting period and total contractual expenditures as of reporting date; i. Person-hours expended for the reporting period and cumulatively for the contract; j. Any trips and significant results; (cont. on page 2)			

DI-MGMT- 80227

7. APPLICATION/INTERRELATIONSHIP (Cont'd)

- 7.4 Paragraphs 10.3.f, 10.3.g, and 10.3.h herein should be tailored on DD Form 1423 when such cost data is already submitted through a sophisticated cost reporting system under the contract.
-

10. PREPARATION INSTRUCTIONS (Cont'd)

- k. Record of all significant telephone calls and any commitments made by telephone;
- l. Summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs;
- m. Contract schedule status;
- n. Plans for activities during the following reporting period;
- o. Name and telephone number of preparer of the report;
- p. Appendixes for any necessary tables, references, photographs, illustrations, and charts.

☆U.S. GOVERNMENT PRINTING OFFICE: 1986-704-037/50176

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)				a. FACILITY CLEARANCE REQUIRED CONFIDENTIAL	
				b. LEVEL OF SAFEGUARDING REQUIRED CONFIDENTIAL	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER			X a. ORIGINAL (Complete date in all cases)		Date (YYMMDD) 98 03 10
b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)		Revision No. Date (YYMMDD)
X c. SOLICITATION OR OTHER NUMBER Requisition 471-47-8064-7452			c. FINAL (Complete item 5 in all cases)		Date (YYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's requested dated _____, retention of the identified classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Twin Screw Extruder Production Engineering Study					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
b. RESTRICTED DATA		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES	NO
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
d. FORMERLY RESTRICTED DATA		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
e. INTELLIGENCE INFORMATION		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
(1) Sensitive Compartmented Information (SCI)		X	e. PERFORM SERVICES ONLY		X
(2) Non-SCI		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
1. SPECIAL ACCESS INFORMATION		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X	
2. NATO INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
3. FOREIGN GOVERNMENT INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
4. LIMITED DISSEMINATION INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
5. FOR OFFICIAL USE ONLY INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
6. OTHER (Specify)			l. OTHER (Specify)		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided in the Industrial Security Manual or unless it has been approved for public release by appropriate Government authority. Proposed public releases shall be submitted for approval prior to release. <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Through (Specify): Commander NAVSURFWARCENDIV Crane Code 4071, 300 Highway 361 Crane, IN 47522-5001 to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review. In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.		
13. SECURITY GUIDANCE. The security classification guidance need for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of the guidance to the official identified below. Pending final decisions, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (If it is as appropriate for the classified effort, attach, or forward under separate correspondence, any document(s) which reference herein. Add additional pages as needed to provide complete guidance.) 1. Work performed under this contract shall be classified in accordance with the Expendable Infrared Countermeasures Security Classification Guide Revision as promulgated by PMA-272J in letter 272J3B/0279 of 6 Nov 97. A copy of that letter and SCG revision is included with this specification. 2. The highest level of classified material to be stored at the contractor's facility is CONFIDENTIAL, dimensions 8.5"x 11" x 2".		
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, identify specific areas or elements covered out and the activity responsible for inspections. Use item 13 if additional space is needed.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.		
a. TYPED NAME OF CERTIFYING OFFICIAL Jeffery D. Duzan	b. TITLE Contracting Officer's Security Representative	c. TELEPHONE (Include Area Code) (812) 854-5611
d. ADDRESS (Include Zip Code) Commander, Code 0621F NAVSURFWARCENDIV Crane, 300 Hwy 361 Crane, IN 47522-5001	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input checked="" type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATION CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY Code 0621F	
e. SIGNATURE 		